

AGREEMENT FOR FUNDS TO BE USED TO RENOVATE
THE PROPERTY AT 179 PLAINVIEW DRIVE

WHEREAS, the City of Lawrenceville (hereinafter the "City") owns the property located at 179 Plainview Drive, Lawrenceville, GA, (Tax Parcel R5142 117) (hereinafter the "Property"); and

WHEREAS, the City has previously leased the Property to Impact 46, Inc. (hereinafter "Impact 46") and;

WHEREAS, Impact 46 is assisting the City in coordinating efforts to address homelessness; and

WHEREAS, the City and Impact 46 seek to use the Property for the creation and operation of a transitional housing center to be known as the F.I.R.S.T. (For Intensive Response and Supportive Transitions) Center; and

WHEREAS, Impact 46 has received a grant in the amount of Five Hundred Three Thousand Four Hundred Seventy-Five Dollars (\$503,475.00) as a HOME-ARP Subrecipient to assist in developing the Property as a Non-Congregate Shelter; and

WHEREAS, Impact 46 is in the process of entering into a contract for the renovation of the Property to allow it to be used as the FIRST Center and the costs of the renovations will exceed the amount of funds available to Impact 46 from its grant and other funding sources; and

WHEREAS, The City desires to provide funds to Impact 46 to be used to assist with the renovation of the Property subject to certain terms and conditions; and

WHEREAS, Impact 46 is willing to accept the funds subject to the terms and conditions established by the City;

NOW THEREFORE in consideration of the amounts set forth herein, the cooperation between the City and Impact 46 to address homelessness, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Impact 46 hereby agree as follows:

1. The City shall provide Impact 46 with Four Hundred Forty Thousand Dollars (\$440,000.00) (hereinafter "City Funds") to be used solely to assist with the renovations of the Property for use as the FIRST Center.
2. Impact 46 has Four Hundred Forty Thousand Dollars (\$440,000.00) of its own funds to be used on the renovations of the Property for use as the FIRST Center. (hereinafter "Impact 46 Funds")
3. Impact 46 shall use all of the Impact 46 Funds to pay for the renovation costs before drawing on any of the City Funds provided under this Agreement.

4. If the costs of the renovations to the Property exceed the amount of the Impact 46 Funds, Impact 46 may draw on the City Funds provided under this agreement. If all the City Funds are not needed to complete payment for the renovations, any City Funds remaining shall be returned to the City.
5. Impact 46 shall comply with all state and federal laws and regulations applicable to the renovation of the Property and shall provide the City with an accounting of all funds used by Impact 46 for the renovation of the Property including both the Impact 46 Funds and the City Funds provided under this Agreement.
6. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the City Funds and to take any and all action necessary and appropriate to carry out the intent of this Agreement between the parties.
7. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
8. This Agreement expresses the entire understanding and agreement between the parties hereto.
9. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
10. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
11. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.
12. Impact 46 shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability in connection with any and all claims for damages as a result of any activities associated with the renovations of the Property or as a result of any breach of this Agreement by Impact 46.

It is so agreed this _____ day of _____, 2024.

IMPACT 46, INC.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Jen Young, Executive Director

By: _____

David R. Still, Mayor

ATTEST: _____

Karen Pierce, City Clerk